REPORT TO MAYOR AND COUNCIL



NO: <u>06-236</u>

July 18, 2006

SUBJECT: Agreement Between the City of Sunnyvale and Silicon Valley Leadership (Formerly Leadership Sunnyvale) to Provide Leadership Sunnyvale Training Program

REPORT IN BRIEF

In accordance with City Council's policy governing "Relationships with Outside Groups," this report reviews a proposed agreement between the City and Silicon Valley Leadership (SVL), an independent, non-profit organization that provides leadership training for Sunnyvale community members.

SVL's leadership training activities are consistent with the City of Sunnyvale's Community Participation Sub-Element, but are not offered by the City. SVL has expressed a desire to continue providing these services through a written agreement with the City for a period of two years. Please see Attachment A, Agreement Between City of Sunnyvale and SVL.

Staff recommends that Council approve the new SVL Agreement dated July 1, 2006, and authorize the City Manager to enter into said Agreement on behalf of the City.

BACKGROUND

Prior to 1999, the Sunnyvale Chamber of Commerce administered the Leadership and Education Foundation, which ran the *Leadership Sunnyvale* program. This community development program was designed to enhance the skills of those involved in our community. The program seeks to broaden its participants' awareness of complex community issues, to strengthen their leadership skills, and to increase their effectiveness in both the community and the workplace. Since its inception, many participants in this program have become city councilmembers or board and commission members.

In 1999, the Chamber Board of Directors determined it would no longer administer the *Leadership Sunnyvale* program. In June 1999, Sunnyvale Leadership Development Institute (SLDI) was formed as an independent 501(c)3 non-profit organization, and took over administration of the *Leadership Sunnyvale* program. In 2003 SLDI changed its name to SVL. The SVL mission is to "strengthen our diverse community by developing empowered individuals to become effective leaders through training on the fundamentals of leadership and community awareness."

The SVL organization has been "co-sponsored" by the City for four years. In November 2003, the Council Co-Sponsorship Policy was replaced by the current Council Policy, 7.2.4, Relationships with Outside Groups (Attachment B) in an effort to develop a more comprehensive, effective and efficient means of providing independent groups a reasonable level of support given the structure and role of city government. In accordance with this policy, a written agreement between the City and SVL is proposed to secure leadership-training skills, via the *Leadership Sunnyvale* program, for the Sunnyvale community.

This agreement is in addition to and separate from the outside group funding process. In May 2005, SVL was awarded a two-year grant for \$8,000 by the Community Development Department's Outside Groups Funding program. Due to recent changes in eligibility criteria, SVL will not be eligible for future Outside Groups Funding grants. Instead, if SVL wishes to request funds from the City following expiration of their current Outside Groups Funding grant, a new and separate Agreement, based on the City's Relationships with Outside Groups policy, will need to be initiated.

Note that the Agreement proposed in this report is independent from the City/SVL partnership regarding community training for civic engagement (the CitySkills partnership), which was approved by Council in May 2004.

EXISTING POLICY

Community Participation Sub Element of Sunnyvale General Plan:

Community Education

Goal 7.2A Achieve a community in which citizens and businesses are informed about local issues and City programs and services.

Policy 7.2A.1 Use community and business organizations and networks as a resource for community education and outreach.

Policy 7.2B.5 Partnerships -- Foster partnerships and relationships among public institutions, business and industry, community and services organizations and the City to address community issues.

Policy 7.2C.4 Citizen Involvement in Policy Making -- Assure that citizens and organizations are actively involved in the identification of community needs and the development of solutions.

7.2C.4a Enhance the ability of board and commission members to act as key policy advisors to Council through orientation, training, and communication.

Council Policy, 7.2.4 - Relationships with Outside Groups

DISCUSSION

The *Relationships With Outside Groups Policy* facilitates the provision of programs by an outside group that provides a community service, or promotes an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or has as its purpose the raising of funds and provision of financial support for the City's programs.

Staff proposes the City renew its agreement with SVL whereby SVL provides leadership training via the *Leadership Sunnyvale* program, to a minimum of 18 Sunnyvale community members per year. SVL students, staff and board members will also provide volunteer labor to assist with City events and activities. SVL will provide a minimum of 50 volunteer hours per year. In exchange, the City will provide the following:

- As available, use of a Sunnyvale Community Center classroom 12 times per year for SVL Board of Directors' meetings, and 12 times per year for alumni meetings.
- As available, use of the following facilities for the *Leadership Sunnyvale* training sessions:
 - Park building, once per year
 - Dept. of Public Safety classroom (or similar classroom facility), nine times per year.
- As available, City staff to provide presentations on City-related business, totaling approximately 24 presentation hours per year. City to determine appropriate staff.
- One City staff per year to enroll in the *Leadership Sunnyvale* program. City to pay tuition at the rate of \$1,600 per student.

With the exception of decreasing from two to one the number of City staff who enroll in the program, this proposed agreement is consistent with the arrangement the City has had with SVL for the past six years of cosponsorship. Staff provides the proposed new SVL Agreement dated July 1, 2006, for Council consideration (Attachment A).

FISCAL IMPACT

As identified below, the total value of in-kind contributions and tuition payments is \$7,560 (based on current rates).

Sunnyvale Community Center classrooms \$ 2,160 Public Safety Classroom (valued at Community Center rate) 2,220

Page 4 of 5

Braly Park building	80
Tuition payments for one City staff participant	1,600
Staff presentations	<u>1,500</u>
Total	\$7,560

Costs for facility rentals will be absorbed in the adopted FY2006/07 Community Building, Civic Engagement and Volunteering Program budget. The tuition cost for one City staff participant, and the staff presentations will be absorbed in the respective adopted FY2006/07 department budgets. No additional appropriation of funding is required.

PUBLIC CONTACT

Public contact was made through posting of the Council agenda on the City's official notice bulletin board, posting of the agenda and report on the City's web page, and the availability of the report in the City Clerk's office, and Library. A draft report was reviewed in advance by SVL representatives.

ALTERNATIVES

- 1. Approve the two-year SVL Agreement, depicted by Attachment A, to provide leadership training via the *Leadership Sunnyvale* program, to the Sunnyvale community, and authorize the City Manager to enter into said Agreement, dated retroactively to July 1, 2006.
- 2. Do not approve the SVL Agreement.
- 3. Other action as determined by Council.

RECOMMENDATION

Staff recommends Alternative No. 1. Approve the two-year SVL Agreement, depicted by Attachment A, to provide leadership training via the Leadership Sunnyvale program, to the Sunnyvale community, and authorize the City Manager to enter into said Agreement, dated retroactively to July 1, 2006.

Reviewed by:

Robert Walker, Assistant City Manager

Prepared by: Coryn Campbell, Neighborhood and Community Services Manager

Reviewed by:

Mary Bradley Director, Finance Agreement Between the City of Sunnyvale and Silicon Valley Leadership (Formerly Leadership Sunnyvale) to Provide Leadership Sunnyvale Training Program

July 18, 2006

Page 5 of 5

Approved	by:
I I	- 5

Amy Chan City Manager

Attachments

- A. Agreement Between City of Sunnyvale and SVL Agreement dated July 1, 2006.
- B. Council Policy 7.2.4, Relationships with Outside Groups

AGREEMENT BETWEEN CITY OF SUNNYVALE AND SVL

THIS AGREEMENT dated July 1, 2006 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and SVL ("GROUP").

WHEREAS the CITY desires to support independent organizations providing services beneficial to the Community; and

WHEREAS SVL wishes to provide non-profit services to benefit the CITY not otherwise offered or duplicated by the City of Sunnyvale; and

WHEREAS SVL wishes to use the City facilities and City staff for that purpose at no cost; and

WHEREAS, the parties desire to continue such arrangement up to June 30, 2008, under the terms and conditions specified in this Agreement,

NOW THEREFORE, in accordance with the CITY's Relationships with Outside Groups Policy, the CITY and SVL enter into this Agreement.

1. Obligations of CITY

For each of the two fiscal years covered by this agreement, SVL shall submit an appropriate schedule, consistent with the terms of this agreement. CITY shall provide SVL facilities use as noted below, without any special cleaning or building preparations during the following dates and times in FY 2006/07:

Braly Park Building, 7:30 AM - 5 PM

• October 19, 2006

Public Safety Headquarters Training classroom, 8:30 AM - 12:30PM

- September 16, 2006
- October 21, 2006
- November 18, 2006
- December 9, 2006
- January 20, 2007
- February 17, 2007
- March 17, 2007
- April 21, 2007
- May 19, 2007 8:30 to 1:30 PM

Recreation Building, 6:00 - 7:30 PM, Alumni Board Meetings

- July 10, 2006 Lounge Room
- August 8, 2006 Lounge Room
- September 11, 2006 Boardroom
- October 2, 2006 Boardroom

7/10/2006 Page 1 of 6

- November 6, 2006 Boardroom
- December 4, 2006- Boardroom
- January 8,2007- Boardroom
- February 5, 2007 Boardroom
- March 5, 2007- Boardroom
- April 2, 2007- Boardroom
- May 7 2007- Boardroom
- June 4, 2007- Boardroom

Community Center/ Recreation Building, 6:00 - 7:30 PM - SVL Board Meetings All meetings below will take place in the Boardroom

- July 11, 2006
- August 8, 2006
- September 12, 2006
- October 10, 2006
- November 14, 2006
- December 12, 2006
- January 9, 2007
- February 15, 2007
- March 13, 2007
- April 10, 2007
- May 8, 2007
- June 12, 2007

As available, CITY shall provide SVL with appropriate staff for approximately 24 hours per year of presentations on City-related business. City to determine appropriate staff based on topic requested.

CITY shall provide one City staff member to attend *Leadership Sunnyvale* at a tuition rate of \$1,600 per year.

2. Obligations of SVL

GROUP shall provide proof of non-profit status and shall remain non-profit during the life of this Agreement.

GROUP shall maintain a Board of Directors of at least 51% Sunnyvale residents.

GROUP shall train a minimum of 18 Sunnyvale community members in the *Leadership Sunnyvale* program.

GROUP shall comply with all Federal, State and local laws.

GROUP shall comply with all CITY rental use policies.

GROUP shall leave the building in the same or better condition then it was found.

7/10/2006 Page 2 of 6

GROUP shall maintain insurance in accordance with Section 7 below.

GROUP shall provide the following services at no cost to the CITY:

GROUP (alumni, staff and/or board members) shall provide a minimum of fifty (50) volunteer hours per year to the City. The CITY shall determine volunteer activities.

GROUP shall limit its use of City facilities to the activities identified directly above.

GROUP shall train one City staff member per year at a cost of \$1,600.

3. Conflicts of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement GROUP shall not accept employment or an obligation which is inconsistent or incompatible with GROUP's obligations under this Agreement.

4. Compliance with Laws

GROUP shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, gender, age (persons 40 years of age or older), disability, national origin or any other basis to the extent prohibited by federal, state or local law.

GROUP shall comply with all federal, state, county and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.

5. Independent CONTRACTOR

GROUP is acting as an independent contractor in furnishing any services or materials and performing work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and GROUP. GROUP is responsible for paying all required state and federal taxes.

6. Indemnity

GROUP agrees to indemnify and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or

7/10/2006 Page 3 of 6

negligence of GROUP, its officers, employees, agents, GROUP, subgroups or any officer, agent or employee thereof in relation to GROUP's performance under this Agreement.

7. Insurance

GROUP shall, at its own cost, take out and maintain without interruption during the life of this Agreement in such form and with a company or companies satisfactory to the CITY policies of the following types of insurance:

- a) Combined single limit coverage applying to bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000) providing coverage on an "occurrence" basis and not an "accident" basis; provided, however, CITY shall be named as an additional insured in all insurance policies.
- b) Worker's compensation insurance and employer's liability insurance for all employees of Licensee.

8. <u>CITY Representative</u>

The Manager of Neighborhood and Community Services or such other person as may be designated by the City Manager, shall represent CITY as the City Manager's authorized representative in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

9. GROUP Representative

The President of the SVL Board of Directors shall represent GROUP in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of GROUP pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the GROUP representative.

10. Notices

All notices required by this Agreement shall be in writing and shall be personally delivered, sent by first class mail with postage prepaid, or by commercial courier, addressed as follows:

To CITY: City Manager

CITY OF SUNNYVALE

P0 Box 3707

Sunnyvale, CA 94088-3707

(408) 730-7480

7/10/2006 Page 4 of 6

To GROUP:

President, SVL P.O. Box 61435 Sunnyvale, CA 94008

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation or a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event, communication is deemed to occur on the next mail service day.

11. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

12. Duration of Agreement

This Agreement shall continue from the date of execution for a period of two (2) years, unless otherwise terminated in accordance with Section 13 below.

13. Termination

If GROUP defaults in the performance of this Agreement or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to GROUP.

Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement for any reason upon ninety (90) days' written notice before the event to the other party.

14. Entire Agreement; Amendment

This writing constitutes the entire Agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

15. Miscellaneous

7/10/2006 Page 5 of 6

ATTACHMENT A

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in

duplicate.	
ATTEST:	
CITY CLERK	CITY OF SUNNYVALE ("CITY")
	Ву
Deputy City Clerk	City Manager
APPROVED AS TO FORM:	
City Attorney	SVL
	Ву
	Ron Fischler President

7/10/2006 Page 6 of 6

SVL Board of Directors 2006-2007

Ron Fischler President 2250 Homestead Ct. Apt.#301 Los Altos, CA 94204	415-336-8397	RonFischler@yahoo.com 1st term: 2006-2009
Daisy Nishigaya President Elect		
645 Litton Court, Sunnyvale, CA 94087	408-739-1931 Cell	dnishigaya@yahoo.com 1 st term: 2005-2008
Srikumar Seshasayee Secretary 5634 Morton Way San Jose, CA 95123	408-578-8724 home 408-774-7084 work 408-835-3238 cell	sriku_seshasayee@yahoo.com 1st term: 2004-2007
Glen LaBarber Treasurer 1409 Colinton Way Sunnyvale, CA 94087	408-733-3450 home 408-736-5900 work 408-205-9990 cell 408-733-3084 fax	glen@hillandcorealtors.com 1st term: 2004-2007
Dick Smith Past President P.O. Box 60884 Sunnyvale, CA. 94088	408-736-6294 work 408-739-2563 fax	dicks174@earthlink.net 1st term: 2006-2009
Laura Babcock 1513 Norland Drive Sunnyvale, CA 94087	408-736-4713 home	1 babcock@earthlink.net 1st term: 2004-2007
Rebecca Buldo 3355 Thomas Road Santa Clara Ca, 95054	408-565-9000 work	rebecca@sswr.com 1st term: 2005-2008
Lucy Cooter 314 Jackson St	(408) 774-1433 home	lucycoot@pacbell.net 1st term: 2006-2009
Sunnyvale CA 94085	650 604 0264 week	diana dana a @ amail aan
Diana DeRego 2235 California St. #212 Mountain View CA, 94940	650-604-0364 work 408-691-9854 cell	diana.derego@gmail.com 1st term: 2004-2007
Alice Freund 690 Erie Drive Sunnyvale, CA 94087	408-732-0421 home 408-655-6078 cell	affreund@yahoo.com 1st term: 2005-2008
Phyllis Fowler 921 Lakebird Ave Sunnyvale, CA 94089	408-747-1454 home 408-505-2748 cell	phyllis@fmfa.com 1 st term: 2006-2009

7/10/2006

ATTACHMENT A

		ATTACHMENT A
Margaret Lawson 1398 Wright Ave Sunnyvale, CA 94087	408-739-2386 home 408-394-4711 cell 408-733-4515 fax	yogapearl@comcast.net 1st term: 2005-2008
Julia Miller 1611 New Brunswick Avenue Sunnyvale, CA 94087	(408) 739-8789 Home	juliacitycouncil@aol.com 1st term: 2006-2007
Harriet Rowe 1014 Michelangelo Dr Sunnyvale, CA 94087	408-733-9132 home	lovzdolz@aol.com 1 st term: 2006-2009
Jane Shoemaker 670 Vanderbilt Drive Sunnyvale, CA 94087	408-730-4565 home	oldshoes@pacbell.net 1st term: 2005-2008
David Simons 1514 Mary Ave. Sunnyvale, CA 94087	408-850-4949 home & cell	davidsimons@illinoisalumni.org 1st term: 2005-2008
Nancy Smith Alumni Co-Chair 1023 Rockrose Av. (non-voting) Sunnyvale, CA 94086	408-455-8672	nsmith@ix.netcom.com nsmith @visage.com
Tom Stynes 817 Allison Way Sunnyvale , CA 94087	408-850-6962 work 408-426-0652 cell	Tom@StynesGroup.com 1st term: 2004-2007
Grace Witt 20618 Gardenside Circle Cupertino, CA 95014	408-252-9950 home 408-674-7295 cell	gewitt1@comcast.net 1st term: 2005-2008
Jim Telfer Executive Director 46744 Rancho Higuera Road Fremont, CA 94539	510-573-2946 home 510-366-0598 cell 408-716-01837 work	jjtelfer@yahoo.com

CEPTIFICATE OF INCLIDANCE

		GL	KIIFICATE OF	INSURANCE			
This certifies that	☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida STATE FARM LLOYDS, Dallas, Texas						
insures the following policy	holder for	r the coverages indi	icated below:				
Name of policyholde	г .	Sunnyvale Leadership Development Institute					
Address of policyholder PO Box 61436		PO Box 61436 Sunnyvale, CA 94088-1435					
Location of operation	ıs	1 AMD P1, Sunnyvale, CA 94085-3905					
Description of operat	ions	School-Community					
The policies listed below I subject to all the terms exc	nave beer lusions, a	n issued to the pol and conditions of the	icyholder for the pose policies. The li	policy periods sho mits of liability sho	wn. The insurance descri	bed in these policies is ed by any paid claims.	
				POLICY PERIOD LIMITS OF			
POLICY NUMBER		OF INSURANCE	Effective Date	Expiration Date	(at beginning of	policy period)	
97-Q2-4639-1 G	Busines	hensive s Liability	04/10/2006	04/10/2007	1	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:		ucts - Completed O	perations				
		ractual Liability					
		lerground Hazard Coverage			Each Occurrence	\$ 1,000,000	
		sonal Injury					
		ertising Injury			General Aggregate	\$ 2,000,000	
	 ☑ Explosion Hazard Coverage ☑ Collapse Hazard Coverage 		Bardan A	A			
		loyee Dishonesty		Products – Completed	\$2,000,000		
		oyee Disnonesty		Operations Aggregate			
			POLICY	PERIOD	BODILY INJURY AND F	PROPERTY DAMAGE	
	EXC	ESS LIABILITY	Effective Date	Expiration Date	(Combined S		
	Umb				Each Occurrence	\$	
	☐ Othe	ſ			Aggregate	\$	
					Part 1 STATUTORY		
	144				Part 2 BODILY INJURY		
		rs' Compensation					
	and Er	nployers Liability			Each Accident	\$	
					Disease Each Employee		
	<u> </u>		L		Disease - Policy Limit	\$	
			POLICY	PERIOD	LIMITS OF I	IADII ITV	
POLICY NUMBER	TYPE OF INSURANCE			Expiration Date	(at beginning of		
	 					· · · · · · · · · · · · · · · · · · ·	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

Additional Insured: City of Sunnyvale Co-Sponsorship 456 W. Olive Ave. Sunnyvale, CA 94086-7619

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written ... notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice. no obligation or liability will be imposed on State Farm of its agents or representatives.

Signature of Authorized Representative

Agent Title

06/13/2006 Date

Agent's Code Stamp



05-2121

F153 BRONZE TABLET

Policy 7.2.4 Relationships with Outside Groups

POLICY PURPOSE:

The intent of this policy is to identify the various types of support the City will provide to outside groups and/or independent organizations, as well as the circumstances under which support will be provided.

POLICY STATEMENTS:

Eligibility

Outside groups and/or independent organizations provided support under this policy shall provide a community service, or promote an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or have its purpose the raising of funds and provision of financial support for the City's programs, and comply with the First Amendment, pertinent federal and state laws as well as City ordinances.

Types of Support

1. Financial Support

Human Services Groups seeking financial support from the City must comply with the City's Human Services Policy (Council Policy 5.1.3) administered by the Department of Community Development. This is true regardless of the type of funding desired by the group (i.e., printing costs, facility rental fees, insurance costs, general operating expenditure support, etc.)

Additional financial support is available only through a Special Agreement (see below).

2. Use of City Facilities

It is the City's policy to afford use of specific City facilities-during such times the City does not itself have use for said facilities- to outside groups and/or independent organizations. Outside groups and independent organizations using City facilities shall do so consistent with City policies on facility use and shall pay all required fees in accordance with established fee schedules.

Additional use of City Facilities is available only through a Special Agreement (see below).

Publicity

Groups seeking assistance with publicity shall comply with the following:

- 1. Council Banner Policy (Council Policy 2.5.2) which defines conditions and circumstances under which outside groups are allowed to hang banners on City property.
- 2. Administrative policies governing City publications and other forms of media (e.g. KSUN-15), and the display or distribution of printed materials on City property.
- 3. Outside groups are prohibited from using the City's logo for any purpose unless specifically authorized to do so by the City.

Other Support (Special Agreements)

Outside Groups or independent organizations seeking higher levels of support or different types of support than are provided for above, shall submit a written request to the appropriate Department for review.

Examples include, but are not limited to: approval to put the City's logo on the independent organization's printer materials; use of City spaces for special uses not covered by standard facility rental fees (e.g., storage, snack shacks; construction of special structures or fixtures on City property). Following review, staff shall inform the requestor as to:

- 1. Whether staff supports the provision of the requested support.
- 2. The required approval process (Does it require City Manager or City Council approval? Does it require a study issue to be ranked by City Council?) Any agreement including the provision of City facilities, goods or services to an outside group for less than the approved fee for those goods or services (or in cases where there is no approved fee where City goods or services are provides at less than the cost incurred by the City to provide them) shall require Council approval. Any Special Agreement requiring Council approval shall first be reviewed by the appropriate board or commission. Where no appropriate board or commission exists, the Office of the City Manager shall provide its recommendation to City Council.

(Adopted: RTC 84-644(12/4/1984); Amended: RTC 88-238(5/17/1988), 92-519(10/27/1992, 03-361(10/21/2003); (Clerical/clarity update, Policy Update Project 7/2005); Amended: RTC 06-112 (4/11/2006))

Lead Department: Department of Parks and Recreation